



First Amended Complaint, and/or Second Amended Complaint, as described herein and subject to the recitals, terms and conditions set forth below.

**RECITALS**

1. Defendant Kiawah Island Inn Company, d/b/a/ Kiawah Island Golf Resort employed the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members between 2012 and the present.

2. To fill their manpower requirements, Defendant employed the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members on a seasonal or temporary basis pursuant to H-2B work visas, in accordance with the Immigration and Nationality Act, 8 U.S.C. §1101(a)(15)(H)(ii)(b), and within the meaning of 29 U.S.C. § 203(g) and the H-2B regulations after they were admitted to enter the United States.

3. The Named Plaintiffs filed their Original Complaint on March 6, 2015, on their own behalf and on behalf of a proposed class of several hundred allegedly similarly situated H-2B workers who were employed by Defendant between 2012 and 2014. Specifically, the Named Plaintiffs pursued this action to recover unreimbursed expenses associated with obtaining H-2B visas, unpaid wages, and liquidated damages pursuant to the FLSA, 29 U.S.C. §§ 201-219, for violations of the South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10 *et seq.* (“SCPWA”), including treble damages, and for breach of the H-2B employees’ employment contracts.

4. On April 27, 2015, Plaintiffs filed a motion to certify the case as a collective action pursuant to 29 U.S.C. § 216(b) for pursuit of their FLSA claims.

5. On July 27, 2015, the Court conditionally certified the case as a collective action under the FLSA. The FLSA collective action certified by the Court consists of “all H-2B

temporary foreign workers admitted to the United States pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b), who were employed by the Defendant within three years of the filing of their consent to sue form and the present.” ECF No. 47. After conditional certification, counsel for Plaintiffs mailed a court-approved Notice to potential FLSA opt-in Plaintiffs. By the close of the FLSA opt-in period, 87 individuals in addition to the four named Plaintiffs had completed and returned consent forms to join the FLSA collective action. One of those individuals, Eugennie Wynter, later withdrew her consent to sue form. It was later discovered that 6 individuals who filed consent to sue forms -- Christine Hamilton, Donald Hudson, Leroy Nairne, Lorette Wallace-Cole, Lynola Williams, and Richard Smith -- did not meet the collective action definition in that they were not employed by Defendant within the three year period prior to the filing of their consent forms. As such, there are 80 individuals, plus the four named Plaintiffs, who are members of the FLSA collective action. *See* Exhibit A (list of Named Plaintiffs and FLSA Opt-In Plaintiffs). These individuals are referred to herein as “FLSA Opt-In Plaintiffs.”

6. On April 27, 2015, the Named Plaintiffs filed a motion to certify their SCPWA and breach of contract claims pursuant to Rule 23 of the Federal Rules of Civil Procedure.

7. On August 24, 2015, the Court granted the Named Plaintiffs’ motion and certified a Rule 23 Class of “[a]ll those individuals admitted as H-2B temporary foreign workers pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b) who were employed by the Defendant in 2012, 2013, and 2014.” ECF No. 58. On November 4, 2015, the Rule 23 class definition was amended to include those H-2B workers employed during the 2015 season. ECF No. 91. Class counsel mailed court-approved Class Notice to approximately 275 persons identified in Defendant’s records as having met the Rule 23 class definition. The Notice informed those individuals of the

lawsuit and provided them an opportunity to exclude themselves by completing a Class Exclusion Form enclosed with the Notice.

8. Thirty-five (35) individuals timely filed the Class Exclusion Form provided with the Class Notice. *See* Exhibit B (list of individuals excluded from class action and this Settlement). Those members of the certified Rule 23 class who did not timely file a Class Exclusion Form are listed on Exhibit C and are referred to herein as “Rule 23 Class Members.”

9. The Named Plaintiffs filed a First Amended Complaint on November 5, 2015, to expand their claims to include the 2015 work season.

10. The Named Plaintiffs filed a Second Amended Complaint on February 3, 2016, to attempt to clarify the tip credit aspect of their claims.

11. In their Second Amended Complaint, the Named Plaintiffs alleged that the Defendant violated the FLSA, the SCPWA, and their contracts by: taking *de facto* wage deductions for the Named Plaintiffs’, FLSA Opt-In Plaintiffs’, and Rule 23 Class Members’ pre-employment visa, transportation and related expenses; not providing proper notification to the Named Plaintiffs and FLSA Opt-In Plaintiffs under the FLSA prior to taking a tip credit; improperly including tips received by the Named Plaintiffs and Rule 23 Class Members as “wages” for purposes of paying the H-2B prevailing wage; failing to pay a supplemental prevailing wage rate issued by the U.S. Department of Labor during the 2013 season; improperly deducting money from the Named Plaintiffs’, FLSA Opt-In Plaintiffs’, and Rule 23 Class Members’ pay for daily transportation; and overcharging the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members, and thus improperly deducting money from their pay for housing.

12. Defendant has denied each and every one of the Named Plaintiffs' claims and denies any wrongdoing with respect to the subject matter of the lawsuit. To this end, Defendant asserted defenses to the claims alleged in the case. Defendant further denies that the FLSA collective action or the Rule 23 class action were appropriate for class certification. While denying any liability or wrongdoing, Defendant desires to resolve this lawsuit in order to avoid delay and future litigation expense, inconvenience, and interference with its ongoing business operations.

13. The Parties have engaged in extensive discovery in this case, including depositions of all four (4) named Plaintiffs, three (3) FLSA Opt-In Plaintiffs/Rule 23 Class Members, seven (7) depositions of non-H-2B personnel of Defendant, a Rule 30(b)(6) deposition of Defendant, a Rule 30(b)(6) deposition of the agency Defendant uses for assistance during the H-2B process, and a deposition of Defendant's proposed expert. The Parties also exchanged extensive written discovery in this case, including almost 200,000 pages of documents produced by the Defendant related to the Named Plaintiffs', FLSA Opt-In Plaintiffs, and Rule 23 Class Members' employment.

14. In January of 2016, the parties participated in a full day of private mediation with an experienced neutral. However, they were unable to reach an agreement. The parties proceeded with the completion of discovery and began preparing their cross-motions for summary judgment.

15. On February 25, 2016, the Parties sought an extension from the Court with respect to the summary judgment deadline, which was granted, in order to return for a second day of mediation with the same neutral. The Parties were able to reach agreement on the terms set forth in this Settlement after a second full day of mediation.

16. The Named Plaintiffs and Class Counsel believe that the Settlement reached with Defendant is fair, adequate, reasonable, and in the best interests of the Rule 23 Class Members and the FLSA Opt-In Plaintiffs.

NOW THEREFORE, in consideration of the foregoing recitals and prefatory phrases, and of the covenants and promises set forth in this Settlement and in exchange for other good, valuable, and sufficient consideration more specifically set forth in this Settlement and hereby acknowledged, the Named Plaintiffs—on behalf of themselves, the FLSA Opt-in Plaintiffs, and the Rule 23 Class Members—and the Defendant agree as follows:

## **I. TERMS OF SETTLEMENT**

### **A. Maximum Settlement Payment**

Defendant's Maximum Settlement Payment under this Settlement will be \$2,300,000.00 plus any employer-side payroll taxes determined by the Settlement Administrator to be due on the wage portion of any settlement proceeds paid to Claiming Class Members (as defined below). The Maximum Settlement Payment will be allocated as follows: (i) payments to Claiming Class Members totaling \$1,965,500.00 pursuant to Sections I.B. and I.H.(2), (3), and (4) below; (ii) payments totaling \$34,500.00 for Service Awards pursuant to Section I.H.(1) below; (iii) attorneys' fees and costs (inclusive of claims administration expenses incurred by Class Counsel and/or owed to the Settlement Administrator) of up to \$300,000.00 payable to Class Counsel pursuant to Section I.C. below. Defendant's payment of these monies constitutes Defendant's entire potential monetary contribution to this Settlement. All monies will remain the property of Defendant until ten (10) business days after Judgment becomes Final (as defined below), at which time Defendant will deliver to the Settlement Administrator and Class Counsel the funds as described herein.

**B. Payment and Settlement Fund**

Within ten (10) business days of the Judgment becoming Final (as defined below), Defendant will pay the gross sum of \$2,000,000.00 to the Settlement Administrator to establish the Settlement Fund for the purpose of paying claims of the Named Plaintiffs, FLSA Opt-In Plaintiffs, and the Rule 23 Class Members and payment of the service awards, both as outlined in detail below in Section I.H. All amounts paid by Defendant will be disbursed pursuant to this Settlement, and none of it will revert to Defendant under any circumstances.

**C. Costs and Attorneys' Fees**

Subject to the approval of the Court, Defendant will pay \$300,000.00 to Class Counsel for costs and attorneys' fees associated with the prosecution of this action and the administration of the Settlement, including but not limited to the cost of retaining and compensating the Settlement Administrator. Class Counsel will not seek costs and attorneys' fees in excess of \$300,000.00, and Defendant will not oppose Plaintiffs' request for costs and fees in an amount equal to or less than \$300,000.00. The settlement of this action is not contingent on the Court's approval of this payment, which is in addition to the amounts paid to Claiming Class Members pursuant to Section I.H. below. If the Court approves costs and fees for Class Counsel in an amount less than \$300,000.00, any difference (i.e., the remaining balance) will be paid by Defendant directly to the Settlement Fund pursuant to Section I.B. and will be treated in the same manner as any Unclaimed Funds being redistributed to Claiming Class Members as outlined in Section I.H.(4) below. Under no circumstances will any part of the \$300,000.00 sought in costs and attorneys' fees revert to Defendant. Payment of costs and attorneys' fees to Class Counsel shall be made within ten (10) business days of the Judgment becoming Final (as defined below) by sending a check made payable to "Southern Poverty Law Center" to the attention of Michelle

Lapointe, 1989 College Avenue NE, Atlanta, GA 30317. The attorneys' fees, costs, and expenses paid under this Section I.C. shall constitute full satisfaction of Defendant's obligations to pay amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs in the action incurred on behalf of the Named Plaintiffs, FLSA Opt-In Plaintiffs, and/or the Rule 23 Class Members, and shall relieve Defendant from any other claims or liability to any other attorney or law firm and from the Settlement Administrator or any other claims administrator for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Named Plaintiffs, FLSA Opt-In Plaintiffs, and/or the Rule 23 Class Members. At the end of the tax year, Defendant will issue to Class Counsel an IRS Form 1099 reflecting this payment, and Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to Class Counsel.

**D. Appointment of Settlement Administrator**

The Parties will ask the Court to appoint Settlement Services, Inc., whom Class Counsel believe to be a qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Settlement with respect to the performance of its duties. Class Counsel will retain and compensate the Settlement Administrator. The Settlement Administrator will provide Class Counsel an invoice for its services on a monthly basis, which Class Counsel shall be solely responsible for paying. Under no circumstances shall Defendant be required to pay any fees, costs, or expenses to, or invoices from, the Settlement Administrator. The Settlement Administrator will open and administer an interest-bearing account or accounts ("Settlement Fund Account(s)") approved by Class Counsel with a unique Tax Payer Identification Number. The monetary payment described above in Section I.B.



will be paid by Defendant into this/these Settlement Fund Account(s) according to the terms of Section I.B. The Settlement Fund Account(s) will constitute a qualified settlement fund within the meaning of Treasury Regulations §§ 1.468B-1, *et seq.*, and it will be created, managed, and disbursed by the Settlement Administrator under the supervision and at the direction of Class Counsel, but at all times pursuant to, and in compliance with, the terms of this Settlement. Defendant shall hereby be deemed to have made an election under Section 468B of the Revenue Code to have the Settlement Fund treated as a “qualified settlement fund.” Defendant shall timely furnish a statement to the Settlement Administrator that complies with Treasury Regulation § 1.468B-3(e) and shall attach a copy of the statement to its federal income tax return that is filed for the taxable year in which Defendant makes the required payments. Defendant will have no responsibilities or liabilities with respect to the Settlement Fund Account(s), its administration, or distribution therefrom.

In addition to the above, the Settlement Administrator’s duties shall include responsibility for all tax reporting, tax withholding, and tax withholding payments to appropriate governmental agencies associated with payments from the Settlement Fund to the Named Plaintiffs, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members, including the issuance of Forms 1099 and W-2, as appropriate, for the various payments distributed from the Settlement Fund. In association with these duties, the Settlement Administrator will calculate the employer’s share of taxes (FICA) due on any payments designated as wages made to the Named Plaintiffs, FLSA Opt-In Plaintiffs, and the Rule 23 Class Members who file Claim Forms. Within ten (10) business days of the close of the Claims Period, the Settlement Administrator shall inform the Defendant of the

amount of the employer's share of taxes in writing by sending the same by email and regular mail to counsel for Defendant, and, assuming there are no disputes by Defendant as to the accuracy of the Settlement Administrator's calculation, the Defendant will pay such amount into the Qualified Settlement Fund within ten (10) business days after final approval of the Court and entry of a Judgment that becomes Final (as defined below).

Should any funds not be retrieved by Claiming Class Members within the allotted time period and those funds are returned to the Qualified Settlement Fund: (i) the Settlement Administrator will return to Defendant any employer's share of tax withholdings associated with the un-retrieved funds or (ii) if the Settlement Administrator has already paid those withholdings to the relevant governmental entities, Plaintiffs can elect to have the Settlement Administrator return employer's share of tax withholdings to Defendant by subtracting those amounts from the Residual Funds and paid to Defendant prior to distribution to the cy pres recipient.

Defendant's obligation to pay the employer's share of taxes is in addition to the amounts Defendant has agreed to pay pursuant to the preceding sections.

**E. Notice to Class Members of Class Action Settlement**

Within ten (10) business days after the entry of the preliminary approval order by the Court of this Settlement and the Notice and Claim Form, Defendant will provide the Settlement Administrator and Class Counsel with last known addresses and phone numbers for the Opt-In Plaintiffs and Rule 23 Class Members. Within twenty (20) business days after the entry of the preliminary approval order by the Court of this Settlement and the Notice and Claim Form, Class Counsel will mail the attached Notice of Class Action Settlement and Claim Form (attached hereto as Exhibit D) to each of the Rule 23 Class Members. The Notice of Class Action

Settlement describes this litigation, the settlement terms, the attorneys' fees and costs requested by Class Counsel, how to file a Claim, the procedure for a Rule 23 Class Member to object to the proposed settlement and/or attend the fairness hearing scheduled by the Court, and the procedure to request exclusion from the Settlement. Among other things, the Notice will provide that a Rule 23 Class Member can only exclude himself or herself from this Settlement if he or she requests to be excluded in writing and postmarks this written request before the Claims Period (as defined below) expires. Moreover, the Notice will provide that objections will only be considered by the Court if they are set forth in writing and postmarked before the Claims Period expires. Class Counsel will file a Notice with the Court within five (5) business days after completion of the mailing.

**F. Notice Pursuant to the Class Action Fairness Act**

Within ten (10) days of the filing of the Settlement with the Court, Defendant will, pursuant to the Class Action Fairness Act ("CAFA"), mail the notice and documents required by CAFA to the Attorney General of the United States and the appropriate state official in South Carolina. The Parties believe that no other state entities other than those identified above need to be notified of this Settlement pursuant to CAFA. Defendant shall file a Notice with the Court within five (5) business days after completion of the required CAFA mailings.

**G. Claims Process**

The Notice of Class Action Settlement to be mailed to Rule 23 Class Members upon preliminary approval by the Court will include a Claim Form (attached as Exhibit D).

(1) Notice and Claims Process

The Claim Form will explain that the deadline for submitting claims for payment from the Settlement Fund is 120 days from the date the Forms are mailed (the "Claims Period"). All

Rule 23 Class Members who submit valid claims at any time before the close of the Claims Period shall be considered “Claiming Class Members” and shall be entitled to receive their share of the Settlement Funds as outlined below. The Named Plaintiffs and the FLSA Opt-in Plaintiffs will not be required to submit a Claim Form because their filing of a FLSA consent form is sufficient to establish a Claim, and they are automatically considered “Claiming Class Members.”

(2) Submission and Validation of Claims

Class Counsel, in coordination with the Settlement Administrator, shall be responsible for determining the appropriate methods for reviewing and adjudging the validity of claims submitted by Rule 23 Class Members. The large majority of Rule 23 Class Members maintain their permanent residences in Jamaica where incoming and outgoing mail service is slow and unreliable and the availability of fax, scanning, and/or photocopying services may be limited or expensive. At the same time, however, the vast majority of the Rule 23 Class Members are currently working for Defendant at its Kiawah Island property and thus should be easily located and be capable of complying with the claims submission process, assuming the Claims Period begins and ends prior to the conclusion of the 2016 season. To account for these variables, Class Counsel shall be empowered to determine, in their reasonable judgment after consultation with the Settlement Administrator, (a) that confirmation of identity by telephone (*e.g.*, through the provision of personal information sufficient to verify identity), electronic mail or other means of written or oral communication is sufficient to validate a claim, and/or (b) that a claim may be validated based on a writing other than the approved Claim Form; *provided, however* that the claims are made during the Claims Period. The above notwithstanding, a Rule 23 Class Member shall not be permitted to exclude himself or herself from the Settlement, or submit an objection

to the Settlement, unless he or she does so in writing during the Claims Period pursuant to the specific instructions set forth in the Notice. Except for those Rule 23 Class Members who timely and properly request exclusion, all Rule 23 Class Members will be bound by this Settlement, including its release provisions, even if they do not submit a claim and/or even if they file an objection.

If 10% or more of the Class Members timely and properly request exclusion from the Settlement, Defendant has the right to declare this Agreement null and void, and, if it does, the Parties shall return to the *status quo ante*. The Parties and their counsel agree that none of them will encourage Rule 23 Class Members to exclude themselves from the Settlement and will not solicit Rule 23 Class Members to exclude themselves from the Settlement.

Where a named Plaintiff, FLSA opt-in Plaintiff, or Class Member is deceased, upon receipt of proper identification and documentation of the payee's interest, payment will be made to the Class Member's estate or, in the event there is no estate, to the Class Member's next of kin in the following priority: (1) spouse; (2) children; (3) parents; (4) siblings; and (5) other relatives.

#### **H. Distribution of Payments from the Settlement Fund**

Class Counsel has calculated the potential damages that Plaintiffs' claim would have been recovered by each Named Plaintiff, FLSA Opt-In Plaintiff, and Rule 23 Class Member based on the violations alleged in the Second Amended Complaint if they had totally prevailed on their legal theories and obtained maximum damages recovery. The \$2,000,000.00 Settlement Fund will be distributed to the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members based on those calculations, as follows:

##### **(1) Service Award Payments**

In consideration for their commitment to the pursuit of the claims in this action on

behalf of themselves, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members, \$34,500.00 of the \$2,000,000.00 Settlement Fund will be paid to the following individuals in the following amounts, reflecting the extent of their individual participation in the prosecution of this action:

Elvis Moodie	\$7,500.00
Rayon Fisher	\$7,500.00
Desmond Ellis	\$7,500.00
Keisha Collins-Ennis	\$7,500.00
Denton Brown	\$1,500.00
Fayon Anderson-Thomas	\$1,500.00
Michele Francis	\$1,500.00

If the Court does not approve the payment of these service awards, or approves the payments in a lesser amount, then any amounts allocated above that are not approved will revert to the Settlement Fund and will be treated in the same manner as any Unclaimed Funds being redistributed to Claiming Class Members as outlined in Section H.(4) below. The Parties agree that the Service Award Payments are not payment for wages, and therefore, if required by law, the Settlement Administrator shall issue an appropriate Form 1099 to each recipient for such Payments.

(2) FLSA

Each Named Plaintiff and FLSA Opt-In Plaintiff who appears on Exhibit A will receive a payment from the \$2,000,000.00 Settlement Fund as specified on Exhibit C and as calculated by Class Counsel as follows:

- (a) 100% recovery of any first workweek unpaid wages under the FLSA related to expenses incurred to obtain an H-2B visa and travel to South Carolina to work for the Defendant, plus an additional equal amount in liquidated damages. The calculation of these damages assumed a three-year statute of limitations under the FLSA.

The calculation of first workweek unpaid wages under the FLSA and state law assumed the following expenses for workers from Jamaica:

2013 Transportation to U.S.:	\$401
2014 Transportation to U.S.:	\$401
2015 Transportation to U.S.:	\$434
2013 Transportation within Jamaica:	\$52.27
2014 Transportation within Jamaica:	\$46.32
2015 Transportation within Jamaica:	\$43.21
Visa Fees:	\$190.00
2013 Other Governmental Fees:	\$5.75
2014 Other Governmental Fees:	\$5.10
2015 Other Governmental Fees:	\$4.75

The calculation of first workweek unpaid wages under the FLSA and state law assumed the following expenses for workers from the Philippines:

Transportation to U.S.:	\$800
Visa Fees:	\$190.00
Other Governmental Fees:	\$35.00

The calculation of first workweek unpaid wages under the FLSA and state law assumed the following expenses for workers from Romania:

Transportation to U.S.:	\$675
Visa Fees:	\$190.00

For the 2012 season an average expense figure of \$655.79 was used to compute first workweek unpaid wages for all Class Members.

- (b) 100% recovery of any unpaid wages under the FLSA as a result of not receiving overtime compensation using the Supplemental Prevailing Wage rate issued by the U.S. Department of Labor during the summer of 2013 as the regular rate, plus an additional equal amount in liquidated damages. The calculation of these damages assumed a three-year statute of limitations under the FLSA.
- (c) 50% recovery of any unpaid wages under the FLSA for individuals whose base pay rate was less than the FLSA minimum wage and whose overtime rate was less than 1.5 times the H-2B prevailing wage, based on the allegation that Defendant should not have taken a credit toward wages for tips received from customers, plus an additional equal amount in liquidated

damages. The calculation of these damages assumed a three-year statute of limitations under the FLSA.

- (d) 50% recovery of any unpaid wages under the FLSA based on the allegation that Defendant should not have charged workers for the cost of daily transportation and that Defendant overcharged workers for the cost of housing, plus an additional equal amount in liquidated damages. The unpaid wages under the FLSA in this category were computed without crediting any tips received by customers toward the wages paid under the FLSA. The calculation of these damages assumed a three-year statute of limitations under the FLSA.

(3) SCPWA/Breach of Contract

Each Claiming Class Member will receive a payment from the \$2,000,000.00

Settlement Fund as specified on Exhibit C and as calculated by Class Counsel as follows:

- (a) 50% recovery of any first workweek unpaid wages up to the level of the H-2B prevailing wage related to expenses incurred to obtain an H-2B visa and travel to South Carolina to work for the Defendant (less any settlement recovery already allocated under the FLSA), plus prejudgment interest at the statutory rate, plus two (2) times the unpaid wages as treble damages under the SCPWA.
- (b) 50% recovery of any unpaid wages up to the level of the H-2B prevailing wage as a result of not receiving payment at the Supplemental Prevailing Wage rate issued by the U.S. Department of Labor during the summer of 2013 (less any settlement recovery already allocated under the FLSA), plus prejudgment interest at the statutory rate, plus two (2) times the unpaid wages as treble damages under the SCPWA.
- (c) 20% recovery of any unpaid wages for individuals whose base pay rate was less than the H-2B prevailing wage, based on the allegation that Defendant should not have taken a credit toward its payment of the H-2B prevailing wage under the SCPWA or the H-2B work contracts for tips received from customers (less any settlement recovery already allocated under the FLSA based on the minimum wage only—i.e. no overtime computation is included), plus prejudgment interest at the statutory rate, plus two (2) times the unpaid wages as treble damages under the SCPWA.
- (d) 96.21% reimbursement of any alleged overpayment of money that was deducted by Defendant from Claiming Class Members' net pay based on the allegation that Defendant should not have charged workers for the cost of daily transportation and that Defendant overcharged workers for the cost of housing (less any settlement recovery already allocated under the FLSA),



plus prejudgment interest at the statutory rate. The alleged overpayments in this category were computed by providing Defendant a credit for any amounts left as tips by customers for those workers paid a base rate less than the H-2B prevailing wage.

(4) Redistribution of Unclaimed Funds to Claiming Class Members

If at the close of the Claim Period there are Rule 23 Class Members who did not submit a valid and timely Claim Form, the money allocated to them under Section H.(3) above (the “Unclaimed Funds”) will be redistributed among the Claiming Class Members as additional reimbursements for alleged overpayments of money that was deducted by Defendant from Claiming Class Members’ net pay based on the allegation that Defendant should not have charged workers for the cost of daily transportation and that Defendant overcharged workers for the cost of housing, as outlined in Section H.(3)(d) above. Claiming Class Members will receive a proportionate share of these Unclaimed Funds based on the amounts they are receiving under Section H.(3)(d) above. If the payment of Unclaimed Funds results in Claiming Class Members receiving more than a 100% reimbursement of alleged overpayments, then any additional funds received will be treated as treble damages under the SCPWA related to this claim.

(5) Distribution of Settlement Fund Shares

Within five (5) business days after the close of the Claims Period, Class Counsel will provide the Settlement Administrator the list of Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members entitled to receive payment from the Settlement Fund (i.e., the Claiming Class Members) and the amounts they are to receive, as well as instructions on how the money will be disbursed and provided to the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members. The Settlement Administrator will make disbursement of funds from the Settlement Fund in accordance with the terms of this

Settlement and only after entry of Judgment that becomes Final (as defined below). Any settlement payment not collected by any Claiming Class Member within 120 days of Class Counsel's or their agents' first attempts to contact the individual Claiming Class Member to advise him or her of the availability of his or her settlement payment shall revert back to the Settlement Fund and will be considered "Residual Funds." The reversion of a Claiming Class Member's settlement payment under this Section shall not impact the terms of this Settlement, and each such Claiming Class Member will continue to be bound by this Settlement, including its release provisions.

(6) Residual Funds

Monies, if any, remaining in the Settlement Fund Account as a result of the accrual of interest on the Fund after the settlement amounts were calculated and/or any Residual Funds shall be distributed to Centro de los Derechos del Migrante, Inc., a 501(c)(3), tax exempt organization that, among other things, advocates for better legal protections for H-2B workers.

**I. Effective Date**

This Settlement Agreement shall become effective only after the Court finally approves it, dismisses the case with prejudice, and enters a Judgment that becomes Final. "Final" means the last of the following dates, as applicable:

- (1) The last date on which a notice of appeal from the Judgment may be filed, and none is filed.
- (2) If a timely appeal from the Judgment is filed, the last of the following dates:
  - (a) The last date by which a petition for review by the United States Court of Appeals for the Fourth Circuit or the Supreme Court of the United States' decision affirming the Judgment may be filed, and none is filed;

- (b) The last date by which a petition for a writ of *certiorari* to the Supreme Court of the United States of a decision by the United States Court of Appeals for the Fourth Circuit affirming the judgment may be filed, and none is filed;
- (c) If a petition for review by the United States Court of Appeals for the Fourth Circuit, or a petition for a writ of *certiorari* to the Supreme Court of the United States, seeking review of the Judgment or of the United States Court of Appeals for the Fourth Circuit's decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.

This Settlement is subject to final approval by the Court. If the Court declines to grant final approval of this Settlement and/or to dismiss this action with prejudice, it will be null and void and each Party shall return to the *status quo ante*. In the event an appeal is filed from any of the Court's orders, or any other appellate review is sought prior to the complete administration and implementation of all aspects of the Settlement, administration and implementation of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

**J. Mutual Releases**

(1) Named Plaintiffs and FLSA Opt-In Plaintiffs

In consideration of all payments made by Defendant, the Named Plaintiffs' and FLSA Opt-In Plaintiffs' eligibility to receive their allocated settlement payments, and all other relief described herein, the Named Plaintiffs and the FLSA Opt-In Plaintiffs, along with their attorneys, agents, successors, affiliates, heirs and assigns, fully, finally and forever release, discharge and hold harmless Defendant and its current and former parents, subsidiaries, and related entities, partners, directors, officers, employees, attorneys, agents and anyone acting or authorized to act on their behalf from any and all minimum wage, overtime, and wage and hour claims under federal law, including those that were asserted or could have been asserted in this case or that arise from the facts

alleged in Plaintiffs' Original Complaint, First Amended Complaint, and/or Second Amended Complaint related to the Fair Labor Standards Act, for the time period up to and including March 11, 2016.

(2) Named Plaintiffs and Rule 23 Class Members

In consideration of all payments made by Defendant, the Named Plaintiffs' and Rule 23 Class Members' eligibility to receive their allocated settlement payments, and all other relief described herein, the Named Plaintiffs, FLSA Opt-In Plaintiffs, and the Rule 23 Class Members who are not Named Plaintiffs or FLSA Opt-In Plaintiffs and who do not timely and correctly request exclusion from the Settlement, along with their attorneys, agents, successors, affiliates, heirs and assigns, fully, finally and forever release, discharge and hold harmless Defendant and its current and former parents, subsidiaries, and related entities, partners, directors, officers, employees, attorneys, agents and anyone acting or authorized to act on their behalf, from any and all immigration, contract, wage payment, and prevailing wage claims under federal, state, or local law, including any demands that were asserted or could have been asserted in this case or that arise from the facts alleged in Plaintiffs' Original Complaint, First Amended Complaint, and/or Second Amended Complaint, for the time period up to and including March 11, 2016; *except that*, the Rule 23 Class Members who are not FLSA Opt-In Plaintiffs or Named Plaintiffs are not releasing any potential FLSA overtime claims they may still have against Defendant.

(3) Defendant

Defendant and its parent, subsidiary, and related entities, partners, directors, officers, employees, attorneys, agents and anyone acting or authorized to act on their

behalf, fully, finally and forever release, discharge and hold harmless the named Plaintiffs, the FLSA Opt-In Plaintiffs, the Rule 23 Class Members, and their attorneys, agents, and anyone acting or authorized to act on their behalf from any and all claims, demands, and causes of action for all matters related to the prosecution of this litigation, for the time period up to and including March 11, 2016.

## **II. PRELIMINARY COURT APPROVAL AND NOTICE OF CLASS ACTION SETTLEMENT**

In conjunction with filing this Settlement with the Court, the Parties will also submit a proposed Notice of Class Action Settlement and Claim Form, attached as Exhibit D, that describes the Class, the terms of Settlement, and who is eligible to claim monetary benefits under the Settlement and how to file a Claim; estimates the monetary benefits the Settlement will provide for Claiming Class Members if all Rule 23 Class Members file a Claim Form; the attorneys' fees and costs sought by Class Counsel; the Rule 23 Class Members' right to file objections to the settlement or to opt out of the Settlement; the date for a fairness hearing; the deadline and instructions for submitting objections; and a toll-free number that may be used to direct questions to Class Counsel. The Parties will jointly move the Court for preliminary approval of the Settlement, the Notice of Class Action Settlement, and the Claim Form. The Parties will also submit a joint proposed Preliminary Approval Order, and will request that the Preliminary Approval Order schedule a Final Fairness Hearing that is at least 180 days after the date the Preliminary Approval Order is entered so that the Claims Period will expire before the Final Fairness Hearing.

## **III. FINAL COURT APPROVAL**

All Parties agree to take such actions as are reasonably necessary to obtain the Court's Final Approval of this Settlement, including filing memoranda in opposition to any objections to

this Settlement or its terms and defending this Settlement from any challenges at the Final Fairness Hearing. Should the Court not grant Final Approval of this Settlement or its terms then this Settlement shall immediately be null and void.

#### **IV. FINAL JUDGMENT**

In advance of the Final Fairness Hearing, the parties will submit a motion for final approval of the Settlement, along with a supporting brief and proposed Final Approval Order. During the Final Fairness Hearing, or as soon as practicable after the close of the Final Fairness Hearing, Named Plaintiffs and Defendant shall request and shall take such actions as are reasonably necessary to have the Court grant a Final Judgment in the lawsuit by entering a final Order which provides that the Court approves this Settlement and its terms as fair, reasonable and adequate, provides for the implementation of all of the Settlement's terms and provisions, approves the service award payments outlined in Section I.H.(1), awards costs and attorneys' fees as outlined in Section I.C, finds that the notice given to the class satisfied the requirements of due process and Rule 23(e) of the Federal Rules of Civil Procedure, dismisses the claims of the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members with prejudice, and retains jurisdiction to enforce the provisions of this Settlement.

#### **V. ADDITIONAL PROVISIONS**

1. This Settlement is the result of a compromise between the Parties, and nothing in this Agreement constitutes an admission of liability or of the propriety of class certification by any Party with regard to the subject matter of the action. Nothing set forth in this Settlement, the fact of Settlement, or any act performed or document executed pursuant to or in furtherance of the Settlement may be construed or be used as an admission or evidence of the validity of any claim

or allegation, or of any act, omission, liability or wrongdoing on the part of Defendant or as supporting certification in any action or proceeding of any kind whatsoever.

2. The allocated settlement shares and additional payments to the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members will not create any credit or otherwise affect the calculation of benefits provided under any benefit or compensation plan or program provided by Defendant (such as 401(k), pension, bonus, severance, or deferred compensation plans), and no payment made pursuant to this Settlement will be compensation for purposes of such plans/programs, require any contribution or award under such plans/programs, or otherwise require or modify coverage, contributions, or benefits under such plans/programs, and the Named Plaintiffs, FLSA Opt-In Plaintiffs, and Rule 23 Class Members will be deemed to have waived all such benefit or compensation plan or program claims, whether known or unknown by them, as part of their releases of claims under this Settlement.

3. This Agreement falls within the protection afforded compromises and offers to compromise under Federal Rule of Evidence 408, or any other comparable rule of evidence.

4. The Parties to this Settlement shall not, directly or indirectly, in any way exercise, and they, and all of them, do hereby waive any and all rights they, or any of them, have or may have to appeal from any order of Court previously entered in this case. This waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings, and it does not include a waiver of Defendant's right to challenge the Court's certification decisions and/or motion to dismiss decision in the event Defendant is party to subsequent litigation. This paragraph does not preclude Plaintiffs or Class Counsel from appealing any refusal by the District Court to award the full service award payments outlined in Section I.H.(1), and/or the full costs and attorneys' fees outlined in Section C.

5. With the exception of James Knoepp, neither the Plaintiffs nor their counsel shall communicate substantively to the media about the settlement of this litigation or any other aspect of this litigation for a period of two years from March 11, 2016.
6. Plaintiffs and their counsel agree that any statements they make regarding the settlement or any other aspect of this litigation will be factual and will not be disparaging of Defendant, any of its owners, employees, or agents, or the working conditions at Defendant's place of business.
7. Defendant agrees that it will not make any disparaging comments about the Named Plaintiffs and Class Counsel as it relates to this litigation.
8. This Settlement, including the Recitals and Exhibits, supersedes any prior agreements or understandings between the Parties with respect to settlement.
9. The Parties agree to ask the Court to retain jurisdiction of this matter to enforce the terms of this Settlement.
10. The Parties represent and warrant to each other that they have the full power and authority to enter into this Settlement, and that they have not assigned, pledged, encumbered or in any manner transferred or conveyed any portion of the claims or causes of action covered by this Settlement.
11. The Parties represent and warrant to each other that they understand this Settlement in its entirety and that they have been represented by and consulted with their respective counsel in connection with the negotiating, drafting, and execution of this Settlement.
12. This Settlement may be modified or amended only by a writing signed by all Parties or their successors-in-interest.
13. The Settlement shall be binding upon and inure to the benefit of the Parties, and as applicable, their respective personal representatives, agents, executors, heirs, administrators,



successors, assigns, officers, directors, shareholders, subsidiaries, parents or affiliated partnerships, corporations or divisions and employees.

14. This Settlement shall be interpreted according to South Carolina law, and federal law where applicable.

15. This Settlement may be executed in one or more counterparts which, once fully executed, shall constitute one original and binding Settlement. A photocopy, scanned, or facsimile copy of any signature on this Settlement shall be considered as valid as an original signature.

16. All notices, demands, or other communications given under this Settlement, with the exception of documents filed via the Court's CM/ECF system, will be in writing and addressed as follows:

*To the Plaintiffs, the FLSA opt-in Plaintiffs, and the Class:*

Michelle Lapointe  
Southern Poverty Law Center  
1989 College Avenue NE  
Atlanta, GA 30317  
[michelle.lapointe@splcenter.org](mailto:michelle.lapointe@splcenter.org)


*To Defendant Kiawah Island Inn Company, LLC:*

Cherie W. Blackburn  
Nexsen Pruet, LLC  
205 King Street, Suite 400 (29401)  
P.O. Box 486  
Charleston, SC 29402  
[CBlackburn@nexsenpruet.com](mailto:CBlackburn@nexsenpruet.com)

The Parties may from time to time change their address for purposes of this section by providing written notice of such change to the other Parties.

IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written  
across from their signatures.

Attorneys for the named Plaintiffs, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members  
("Class Counsel"):

  
James Knoepp  
Southern Poverty Law Center

5/9/2016  
Date

Attorneys for Defendant:

\_\_\_\_\_  
Cherie W. Blackburn  
Nexsen Pruet, LLC

\_\_\_\_\_  
Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
Elvis Moodie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rayon Fisher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Desmond Ellis

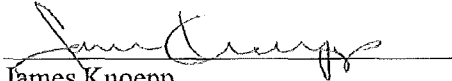
\_\_\_\_\_  
Date

\_\_\_\_\_  
Keisha Collins-Ennis

\_\_\_\_\_  
Date

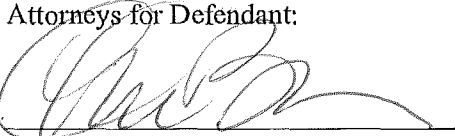
IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written  
across from their signatures.

Attorneys for the named Plaintiffs, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members  
("Class Counsel"):

  
James Knoepp  
Southern Poverty Law Center

5/9/2016  
Date

Attorneys for Defendant:

  
Cherie W. Blackburn  
Nexsen Pruet, LLC

5/10/16  
Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
Elvis Moodie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rayon Fisher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Desmond Ellis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keisha Collins-Ennis

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written  
across from their signatures.

Attorneys for the named Plaintiffs, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members  
("Class Counsel"):

\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

\_\_\_\_\_  
Date

Attorneys for Defendant:

\_\_\_\_\_  
Cherie W. Blackburn  
Nexsen Pruet, LLC

\_\_\_\_\_  
Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

Elvis Moodie  
Elvis Moodie

0502 2016  
Date

\_\_\_\_\_  
Rayon Fisher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Desmond Ellis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keisha Collins-Ennis

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written  
across from their signatures.

Attorneys for the named Plaintiffs, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members  
("Class Counsel"):

\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

\_\_\_\_\_  
Date

Attorneys for Defendant:

\_\_\_\_\_  
Cherie W. Blackburn  
Nexsen Pruet, LLC

\_\_\_\_\_  
Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
Elvis Moodie

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Rayon Fisher*  
Rayon Fisher

\_\_\_\_\_  
*4/30/16*  
Date

\_\_\_\_\_  
Desmond Ellis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keisha Collins-Ennis

\_\_\_\_\_  
Date

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IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written  
across from their signatures.

Attorneys for the named Plaintiffs, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members  
("Class Counsel"):

\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

\_\_\_\_\_  
Date

Attorneys for Defendant:

\_\_\_\_\_  
Cherie W. Blackburn  
Nexsen Pruet, LLC

\_\_\_\_\_  
Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
Elvis Moodie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rayon Fisher

\_\_\_\_\_  
Date

\_\_\_\_\_  
D. Ellis  
Desmond Ellis

\_\_\_\_\_  
5/4/2016  
Date

\_\_\_\_\_  
Keisha Collins-Ennis

\_\_\_\_\_  
Date

D. Ellis

26  
5/4/2016

IN WITNESS WHEREOF, the Parties have signed this Settlement on the date written  
across from their signatures.

Attorneys for the named Plaintiffs, the FLSA Opt-In Plaintiffs, and the Rule 23 Class Members  
("Class Counsel"):

\_\_\_\_\_  
James Knoepp  
Southern Poverty Law Center

\_\_\_\_\_  
Date

Attorneys for Defendant:

\_\_\_\_\_  
Cherie W. Blackburn  
Nexsen Pruet, LLC

\_\_\_\_\_  
Date

Named Plaintiffs, on behalf of themselves, the FLSA opt-in Plaintiffs, and the Class:

\_\_\_\_\_  
Elvis Moodie

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rayon Fisher

\_\_\_\_\_  
Date

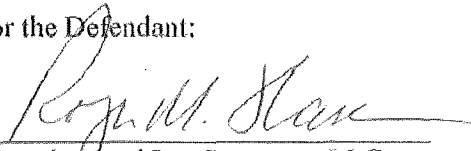
\_\_\_\_\_  
Desmond Ellis

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Keisha Collins-Ennis

  
\_\_\_\_\_  
Date

For the Defendant:

A handwritten signature in black ink, appearing to read "Roger M. Warren", written over a horizontal line.

Kiawah Island Inn Company, LLC

By: Roger Warren, President

A handwritten date "5-10-16" in black ink, written over a horizontal line.

Date



**EXHIBIT A (Named Plaintiff and FLSA Opt-in Plaintiffs)**

<b>First Name</b>	<b>Last Name</b>	<b>Opt-in Date</b>
Desmond Lloyd	Ellis	3/6/2015
Elvis Roy	Moodie	3/6/2015
Keisha Karen	Collins	3/6/2015
Rayon Glenroy	Fisher	3/6/2015
Anzie	Hume	5/1/2015
Clover Angela	Hibbert McIntosh	5/1/2015
Donovan Navar	Johnson	5/1/2015
Glenmour Michael	Plummer	5/1/2015
Jeffrey Roye	Bent	5/1/2015
Kingsley	James	5/1/2015
Lancelot	Lawrence	5/1/2015
Phillip Shaw	Bernard	5/1/2015
Radcliff Roxroy	Brown	5/1/2015
Ragger Namaka	McFarlane	5/1/2015
Romain Romona	Reuben	5/1/2015
Juliet M.	Birch	5/15/2015
Nadine Andria	Dryden	5/15/2015
Albert	Livingston	5/20/2015
Christopher Dean	Fowler	5/26/2015
Andrew Oneil	Moffatt	5/29/2015
Rochesterlyn	McDonald	6/19/2015
Sandra Jane	Wilson	6/19/2015
Rayon George Odean	Martin	6/23/2015
Alvin Ray	Black	6/25/2015
Duhaney Andre	Chambers	6/25/2015
Oshane	Locke	6/25/2015
Rayana Denroy	Robinson	6/25/2015
Kimberly	Williams	7/8/2015
Jacqueline Angella	Tibby-McIntosh	7/15/2015
Charles	Spence	7/21/2015
Charmaine M.	Simmonds	7/21/2015
Lyndon Bevorin	Johnson	7/21/2015
Lynval	Watson	7/24/2015
Careen Ada	Foster	7/28/2015
Vernon Agdover	Harvey	8/14/2015
Angela	Gordon	8/21/2015
Archibald	McKella	8/21/2015
Fayon Angella	Anderson-Thomas	8/25/2015
Nicolett Amekia	McBean	8/25/2015
Nicola Marsha	Allen-Brown	8/26/2015
Paul Anthony	Brown	8/26/2015

**EXHIBIT A (Named Plaintiff and FLSA Opt-in Plaintiffs)**

<b>First Name</b>	<b>Last Name</b>	<b>Opt-in Date</b>
Collin	Myrie	8/31/2015
Denton Augustus	Brown	9/1/2015
Racquel Tracey	Gordon	9/1/2015
Winsome	Johnson-Clarke	9/1/2015
Devon George	Brown	9/8/2015
Evadney Clunis	Bailey	9/8/2015
Simone Nicola	Williamson	9/10/2015
Tamar Angelyn	Campbell	9/10/2015
Kerren La-Toya	Brown	9/15/2015
Michael Anthony	Ellis	9/15/2015
Collie Llewellyn	Smith	9/17/2015
Earl Jason	White	9/17/2015
Javanne Lesan	Dryden	9/17/2015
Lerron Emerson	Sloley	9/17/2015
Lucan George	Moore	9/17/2015
Marcus Jermaine	Richards	9/17/2015
Oneil Fitzgerald	Walker	9/17/2015
Radcliffe	McCalla	9/17/2015
Barrington Oliver	Williams	9/22/2015
Stevon	Palmer	10/1/2015
Donovan Carl	Robertson	10/2/2015
Joseph Lloyd	Langley	10/5/2015
Christine Pamella	Davis	10/6/2015
Michele Rose Marie	Francis	10/6/2015
Camille Sheryl-Ann	McKenzie	10/9/2015
Yvonne Gay	Allen	10/9/2015
Tanesia	McNab	10/12/2015
Erica Congetta	Anderson	10/15/2015
James Alpheus	Hibbert	10/15/2015
Marsha Ann	Brown-Morgan	10/15/2015
Sharlette Sophie	Parnell	10/15/2015
Angella	Brown	10/19/2015
Trevor Junior	Carter	10/20/2015
Burke Anthony	Beason	10/21/2015
Stedford George	McCarthy	10/21/2015
Veronica	Wallace	10/23/2015
Aneita Onitta	Henderson	10/26/2015
Sharline Nicola	Gabbidon	11/3/2015
Wendy Ann	Meikle	11/6/2015
Alson Lloyd	Patterson	11/12/2015
Jason Jezreel	Foster	11/13/2015

**EXHIBIT A (Named Plaintiff and FLSA Opt-in Plaintiffs)**

<b>First Name</b>	<b>Last Name</b>	<b>Opt-in Date</b>
Launa M.	Lewinson	11/16/2015
Welton Corey	Williams	11/16/2015

**EXHIBIT B (Opt-Outs from Rule 23 Class - pre Settlement)**

<b>First Name</b>	<b>Last Name</b>	<b>Status</b>
Claud H.	Wilson	Opt-OUT
Cleveland Anthony	Rose	Opt-OUT
Dale Isaacs	Scott	Opt-OUT
Easton P.	Williams	Opt-OUT
Evon Daile	Rowe	Opt-OUT
Farrah Tannaca	Brown	Opt-OUT
Fenton Robert	Rowe	Opt-OUT
Gail Rosemarie	Smith	Opt-OUT
Garey Oliver	Arthurs	Opt-OUT
Gillion Adoneiceseya	Parchment	Opt-OUT
Jacqueline Camille	Hinds	Opt-OUT
Jovanie Anthony	Edwards	Opt-OUT
Julie Ann Marie	Taylor	Opt-OUT
Kayan Eni Keisha	Veira	Opt-OUT
Kayon Santina	Barrett	Opt-OUT
Kingsley	Ellis	Opt-OUT
Kristha Alanzo	McIntyre	Opt-OUT
Marcia Charmain	Cunningham	Opt-OUT
Marisa Jodi-Ann Colleen	Watson	Opt-OUT
Matthew Oneil	Benjamin	Opt-OUT
Nadeen Nichole	McInnis	Opt-OUT
Natoya Tonnesha	Scott	Opt-OUT
Nicole Annakay	Burrell	Opt-OUT
Obert Otte	Thompson	Opt-OUT
Owen Albert	Wilson	Opt-OUT
Renford	Green	Opt-OUT
Suzette	Arthurs	Opt-OUT
Tanikka Betwaya	Ukkyuellyue	Opt-OUT
Tonisha Elaine	Brown	Opt-OUT
Tyrone Bruce	Pryce	Opt-OUT
Valrie Elaine	Allen	Opt-OUT
Veronica	Phillips	Opt-OUT
Veronica Marie Anna	Palmer	Opt-OUT
Winsome	Brown	Opt-OUT
Yumi Jalo-mi	Gayle	Opt-OUT

## EXHIBIT C

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## EXHIBIT C

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## EXHIBIT C

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## EXHIBIT C

ID	First Name	Last Name	Opt-in?	State Law Wages (Tips) Interest	State Law Wages (Tips) Treble	FLSA Deductions Wages	FLSA Deductions Liquidated	State Law Deductions	State Law Deductions Interest	TOTAL FLSA Wages	TOTAL FLSA Liquidated	Total State Law (Wages, Interest, Damages)	Service Award	Grand Total
12061	Duwhyta Khairim	Powell												
14976	Dwayne Anthony	Jowrey												
14041	Dwight	Harris												
13598	Dwight Andrew	Watson												
13613	Earl Jason	White	9/17/2015											
15047	Elvis Roy	Moodie	3/6/2015											
8854	Erica Congetta	Anderson	10/15/2015											
14026	Eric Erlando	Gooden												
12795	Esmine Una	Bennett-Scott												
15896	Eugennie	Shaw-Wynter												
15905	Evadney Chunis	Bailoy	9/8/2015											
14942	Evelette Udanifa	Clarke-James												
FWRIGHT	Faith Angella	Wright												
10398	Fayon Angolia	Anderson-Thomas	8/25/2015											
15884	Fiteoy Lincoln	Dennis												
15415	Francella Samara	Rankine												
14949	Garfield	Malcolm												
14520	Garfield	Rookwood												
15416	Garnet Craig	Hamilton												
15417	Garson Carlos	Binn												
15867	Gary Elvado	Brown												
14043	Gayon	Murdock												
15904	Geoffery Dean	Frazier												
14564	Glenford Wellesley	Sterling												
15418	Glenmour Michael	Plummer	5/1/2015											
10588	Giassiana Sophia	Dunkley												
8847	Grace Jennifer	Gooden												
14528	Hardia	Burnett												
14488	Howard Evroy	Dixon												
13704	Jacqueline Angella	Tibby-McIntosh	7/15/2015											
9481	Jacqueline Sofia	Smith												
15819	Jahmar Orne	Eccleston												
14503	James Alpheus	Hibbert	10/15/2015											
15419	Janet Almema	Spence												
14024	Jason Jezreel	Foster	11/13/2015											
14481	Jervanne Lesan	Dryden	9/17/2015											
JWOOLCOCK	Javine Dolano	Woolcock												
JROWE	Jeffrey Neil	Rowe												
14482	Jeffrey Royce	Bent	5/1/2015											
10319	Jennifer	Rose												
15820	Jeremy Alex	Anderson												
15420	Jermaine	Thompson												
14498	Joan Elizabeth	Patterson												
8278	Joan Kay Marie	Walters												
9592	Joel	Divinagracia												
12142	Join Paul	Rodriguez												
15421	Joseph Lloyd	Langley	10/5/2015											
12826	Judith Tommiea	Williams												
12790	Juliet M.	Birch	5/15/2015											
15903	Junior Oran	Cunningham												
15885	Kamar Lughane	Johnson												
14919	Kaisha Karen	Collins	3/6/2015											
14947	Kemar Clingvern	Brown												
KWATSON	Kemorsh Lemonic	Watson												
15899	Kerren La-Toya	Brown	9/15/2015											
14021	Kimbarly	Williams	7/8/2015											
14820	Kingsley	James	5/1/2015											
16157	Kirkland Rlehard	Belle												
11374	Lancelot	Lawrence	5/1/2015											
15897	Latoya	Black												
13789	Launa M.	Lewinson	11/16/2015											
14025	Lavern Aloma	Reid-Beckford												
7308	Leon Burnett	Lyons												
LNAIRNE	Leroy Anthony	Naimo	10/20/2015											
15561	Lerron Emerson	Stoley	9/17/2015											
15825	Lesa	Lindsay												
15424	Lincoln Hugh	Heaven												
15443	Llewelyn Luther	Hynes												
10553	Logan Winter	Campbell												
LWC	Lorette	Wallace-Cole	10/16/2015											
LSEWELL	Loma Marie	Sewell												
15916	Lucan George	Moore	9/17/2015											
11387	Lurline D.	Williams												



## EXHIBIT C

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## EXHIBIT C

ID	First Name	Last Name	Opt-in?	State Law Wages (Tips) Interest	State Law Wages (Tips) Treble	FLSA Deductions Wages	FLSA Deductions Liquidated	State Law Deductions	State Law Deductions Interest	TOTAL FLSA Wages	TOTAL FLSA Liquidated	Total State Law (Wages, Interest Damages)	Service Award	Grand Total
14495	Lyndon Bevorin	Johnson	7/21/2015											
LWILLIAMS	Lynola Andrea	Williams	11/16/2015											
15425	Lynval	Watson	7/24/2015											
15866	Marcus Jennaine	Richards	9/17/2015											
14020	Mark Anthony	Lee												
12065	Marlene	Parry												
10318	Marsha Ann	Brown-Morgan	10/15/2015											
11158	Marveth Diana	Francis												
15892	Maurice Jennane	Buttler												
14932	Melissa Nordin	Aroher												
14505	Morline Elreita	Oakley												
14522	Michael Anthony	Ellis	9/15/2015											
9419	Michael Downen	Walker												
10330	Michelo Rose Marie	Francis	10/6/2015											
12034	Mircea Eugen	Tricu												
14566	Moses Barrington	Fothergill												
12787	Nadine Andria	Dryden	5/15/2015											
15048	Nicola Marshn	Allen-Brown	8/26/2015											
12796	Nicolett Amekia	McBean	8/25/2015											
14951	Nyron Rayon	Stewart												
15918	Oana	Tricu												
15821	Odain Timov	Gayle												
14492	Odvar Dale	Nelson												
11999	Oncil Fitzgerald	Walker	9/17/2015											
14042	Orville Copeland	Baker												
15893	Orville Oliver	Campbell												
15427	Oshane	Locke	6/25/2015											
OMAXWELL	Ottis St. Nutent	Maxwell												
14030	Paul Anthony	Brown	8/26/2015											
8309	Paul Anthony	Gordon												
14928	Peter Marland	Graham												
14996	Phillip Antoney	Gordon												
15020	Phillip Nathaniel	Bygrave												
14491	Phillip Shaw	Bernard	5/1/2015											
8859	Racquel Tracey	Gordon	9/1/2015											
8861	Radeliff Roxroy	Brown	5/1/2015											
14565	Radeliff	McCalla	9/17/2015											
14925	Ragger Namaka	McFarlane	5/1/2015											
14029	Rayana Denroy	Robinson	6/25/2015											
15429	Rayon George Odoun	Martin	6/23/2015											
15464	Rayon Glenroy	Fisher	3/6/2015											
15430	Renford Dave	Cohen												
15021	Ricardo	Forbes												
RSMITH	Richard Andrew	Smith	9/23/2015											
13609	Richard Anthony	Jones												
14484	Richard Anthony	Edwards												
12140	Richelle	Divinagracia												
14057	Robert	Downer												
7326	Rochesterlyn	McDonald	6/19/2015											
RMEDRANO	Rolando	Medrano												
15428	Romain Romona	Reuben	5/1/2015											
15865	Romeo Daimin	Hudson												
15914	Russchaine Andre	Hemans												
SBURRELL	Sandra	Burrell												
12817	Sandra Jane	Wilson	6/19/2015											
10385	Semona Chelesa	Daley												
14917	Shafay Kaymarie	Brown												
15895	Sharllette Sophie	Parnell	10/15/2015											
15431	Sharline Nicola	Gabbidon	11/3/2015											
10431	Sharon Joy	Whittaker												
15900	Sharon Veronica	Tomlinson												
15826	Shavar Anthony	Johnson												
STW	Shelly Ann Icnestia	Ivey-Williams												
15911	Sherman Washington	Thompson												
15907	Sheryl Theresa	Williams-Palmer												
15432	Shevron Sylvester	Cameron												
14023	Simone	Manyan												
14921	Simone Nicola	Williamson	9/10/2015											
15947	Sophia Angela	Morris												
STHOMPSON	Stacy Ann	Thompson												
13800	Stedford George	McCarthy	10/21/2015											
15901	Stephen Alexander	Haynes												
13709	Stevon	Palmer	10/1/2015											

## EXHIBIT C

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## EXHIBIT C

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# EXHIBIT D

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

\_\_\_\_\_  
ELVIS MOODIE, RAYON FISHER, )  
DESMOND ELLIS, and )  
KEISHA COLLINS-ENNIS, on behalf of )  
themselves and all others similarly situated, )

Plaintiffs, )

v. )

KIAWAH ISLAND INN COMPANY, LLC, )  
d/b/a KIAWAH ISLAND GOLF RESORT, )

Defendant. )  
\_\_\_\_\_)

Case No. 2:15-cv-01097-RMG

**NOTICE OF PROPOSED SETTLEMENT OF CLASS  
ACTION AND SETTLEMENT HEARING**

- **Your legal rights are affected whether you act or don't act.  
Read this notice carefully.**

QUESTIONS? CALL 1-800-591-3656 TOLL FREE FROM THE UNITED STATES; FROM JAMAICA CALL  
001-800-591-3656 OR CALL COLLECT TO 404-521-6700

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A CLAIM</b>	The only way to get a payment if you have not already filed a “consent to sue” form with the Court.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendant about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will only be made if the Court approves the Settlement and after any appeals are resolved. **Please be patient.**

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### 1. What is this Notice about?

This Notice is an official court notice to let you know about a proposed Settlement in this "class action" lawsuit and how you may claim a share of the Settlement. You are considered a class member in this case if you were employed as an H-2B worker at Kiawah Island Inn Company, LLC (which is also known as Kiawah Island Golf Resort) at any time during the 2012 through 2015 seasons. If you do not think the settlement is fair, you can object, and this Notice will tell you how to make such an objection. This notice also informs you of your rights if you do not want to be a member of the class.

### 2. What is this "class action" lawsuit?

A "class action" lawsuit is a lawsuit in which a few people, called the Class Representatives, sue on behalf of people who have similar claims. All these people are a Class or Class Members. One Court resolves the issues for all Class Members, except those who exclude themselves from the Class. Here, Elvis Moodie, Rayon Fisher, Desmond Ellis, and Keisha Collins-Ennis were appointed by the Court to represent the Class. United States District Court Judge Richard Mark Gergel is in charge of this class action.

### 3. What is the lawsuit about?

The individuals who filed the lawsuit claimed that Kiawah Island Inn Company ("Kiawah") violated the federal Fair Labor Standards Act, the South Carolina Payment of Wages Act, and breached your employment contracts. The lawsuit claims that Kiawah failed to reimburse H-2B workers during their first week of work for the costs of the H-2B visas and the travel from their homes to the United States. In addition, the lawsuit claims that Kiawah did not pay H-2B workers who were employed during the 2013 season a "supplemental prevailing wage" rate issued by the United States Department of Labor. The lawsuit also claims that Kiawah did not pay H-2B workers employed in tipped positions the federal minimum wage or H-2B prevailing wage because it improperly included tips left by customers toward the payment of wages to H-2B workers. Finally, the lawsuit claims that H-2B workers were not paid proper wages because Kiawah deducted

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money for daily transportation expenses and overcharged workers for the cost of housing. Kiawah denies that it did anything wrong, violated any laws, or failed to pay its H-2B workers properly.

4. What is the status of the lawsuit?

After the exchange and review of numerous documents and more than a dozen depositions (sworn testimony), the parties engaged in two days of settlement negotiations and agreed to the proposed Settlement. The Class Representatives and their attorneys think the Settlement is fair and is best for everyone who had claims in this lawsuit. **Your rights could be affected by this Settlement so you should read this Notice carefully to decide whether you want to be part of the Class and you think the Settlement is fair.**

5. How do I know if I am part of the proposed Settlement?

If you worked as an H-2B worker for Kiawah at any time during the 2012 through 2015 seasons and did not already remove yourself from this case, you are a member of the “Class.”

6. What if I am not sure if I am part of the proposed Settlement?

If you are not sure whether you are part of the proposed Settlement, you can call the attorneys for the Plaintiffs and the Class Members at 1-800-591-3656. If you are calling from Jamaica, please dial 001-800-591-3656, or call collect to 404-521-6700.

7. What are the terms of the proposed Settlement?

The proposed Settlement between the workers who brought the lawsuit and Kiawah sets forth in detail the terms and conditions of the Settlement. The following paragraphs contain a summary of the proposed Settlement. In total, Kiawah is paying the workers \$2,000,000.00 as part of the proposed Settlement. If

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the Court approves the Settlement, each eligible Class Member who files a valid and timely claim will receive a payment for the following categories of unpaid wages, interest, and damages:

**Fair Labor Standards Act Opt-in Plaintiffs (ONLY APPLIES to 80 people who filed a “consent to sue” form earlier in the case, plus the four Plaintiffs who brought the lawsuit):**

1. 100% of unpaid wages for the claim that Kiawah did not reimburse workers for the expenses of obtaining visas and traveling to the United States, to the extent that this resulted in earning less than the minimum wage of \$7.25 per hour.
  - 1a. An additional amount of liquidated damages equal to 100% of the unpaid wages for item #1 above.
2. 100% recovery of any unpaid wages under the federal minimum wage and overtime law as a result of not receiving overtime pay using the Supplemental Prevailing Wage rate for H-2B workers issued by the U.S. Department of Labor during the summer of 2013.
  - 2a. An additional amount of liquidated damages equal to 100% of the unpaid wages for item #2 above.
3. 50% recovery of any unpaid wages under the federal minimum wage law for individuals who worked in tipped positions that paid less than \$7.25 per hour, based on the allegation that Kiawah should not have been allowed to count tips left by customers toward the requirement to pay the federal minimum wage of \$7.25 per hour.
  - 3a. An additional amount of liquidated damages equal to 100% of the unpaid wages for item #3 above.
4. 50% recovery of any unpaid wages under the federal minimum wage law based on the allegation that Kiawah should not have charged workers for the cost of daily transportation and that Defendant overcharged workers for the cost of housing.
  - 4a. An additional amount of liquidated damages equal to 100% of the unpaid wages for item #4 above.

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**South Carolina Payment of Wages Act/Breach of Contract (all Class Members)**

1. 50% recovery of any unpaid wages for the claim that Kiawah did not reimburse workers up to the level of the H-2B prevailing wage for the expenses of obtaining visas and traveling to the United States (less any settlement recovery already allocated under the federal minimum wage law claim, if applicable).
  - 1a. Prejudgment interest at 8.75% per year on the amount of unpaid wages in item #1 above.
  - 1b. An additional payment of two (2) times the unpaid wages in item #1 above as treble damages under the South Carolina Payment of Wages Act.
2. 50% recovery of any unpaid wages up to the level of the H-2B prevailing wage as a result of not receiving payment at the Supplemental Prevailing Wage rate issued by the U.S. Department of Labor during the summer of 2013 (less any settlement recovery already allocated under the federal minimum wage law claim, if applicable).
  - 2a. Prejudgment interest at 8.75% per year on the amount of unpaid wages in item #2 above.
  - 2b. An additional payment of two (2) times the unpaid wages in item #2 above as treble damages under the South Carolina Payment of Wages Act.
3. 20% recovery of any unpaid wages for individuals whose base pay rate was less than the H-2B prevailing wage, based on the allegation that Kiawah should not have been allowed to count tips left by customers toward the requirement to pay the H-2B prevailing wage (less any settlement recovery already allocated under the federal minimum wage law claim, if applicable).
  - 3a. Prejudgment interest at 8.75% per year on the amount of unpaid wages in item #3 above.
  - 3b. An additional payment of two (2) times the unpaid wages in item #3

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above as treble damages under the South Carolina Payment of Wages Act.

4. 96.21% reimbursement of any alleged overpayment of money that was deducted by Defendant from Claiming Class Members' net pay based on the allegation that Defendant should not have charged workers for the cost of daily transportation and that Defendant overcharged workers for the cost of housing (less any settlement recovery already allocated under the FLSA, if applicable)
- 4a. Prejudgment interest at 8.75% per year on the amount of unpaid wages in item #4 above.

The amount of your payment will depend on the number of people who file claims, so the actual amount you receive may be higher than the minimum amount shown on your claim form.

It is important to understand that payment figures on your Claim Form represent gross amounts, without withholding or other taxes taken out. It is important that you understand that certain taxes will need to be withheld from part of your payment.

8. What numbers were used to determine the expenses of obtaining a visa and traveling to the United States?

For purposes of determining the unpaid wages and other damages you will receive for the claim that Kiawah did not reimburse workers up to the level of the federal minimum wage or the H-2B prevailing wage for the expenses of obtaining visas and traveling to the United States, Class Counsel used the following numbers to compute the unpaid wages:

**For workers from Jamaica:**

2013 Transportation to U.S.:	\$401.00
2014 Transportation to U.S.:	\$401.00
2015 Transportation to U.S.:	\$434.00

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2013 Transportation within Jamaica:	\$52.27
2014 Transportation within Jamaica:	\$46.32
2015 Transportation within Jamaica:	\$43.21
Visa Fees:	\$190.00
2013 Other Governmental Fees:	\$5.75
2014 Other Governmental Fees:	\$5.10
2015 Other Governmental Fees:	\$4.75

**For workers from the Philippines:**

Transportation to U.S.:	\$800.00
Visa Fees:	\$190.00
Other Governmental Fees:	\$35.00

**For workers from Romania:**

Transportation to U.S.:	\$675.00
Visa Fees:	\$190.00

For the 2012 season an average expense figure of \$655.79 was used to compute first workweek unpaid wages for all Class Members.

**9. Who else gets money from the Settlement?**

The four Class Representatives will each receive an additional \$7,500.00 under the Settlement agreement in consideration for their commitment in bringing this lawsuit on behalf of the class, for a total of \$30,000.00. Three additional individuals who provided testimony and other important participation in the lawsuit will receive an additional \$1,500.00 each, for a total of \$4,500.00. The

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lawyers who represented the Plaintiffs and the class members are eligible to apply to the Court for an award of \$300,000.00, which is approximately \$50,000.00 to cover the expenses they had in bringing this case and the costs of administering the settlement, plus approximately \$250,000.00 in attorneys' fees for time spent working on this case. The money for costs and attorneys' fees will be paid separately from the \$2,000,000.00 that is being paid to the class members.

10. What are my rights as a member of the "Class"?

As a member of the Class, you have the right to receive money from the Settlement. As a member of the Class, you are also giving up your rights to bring a separate claim against Kiawah for violation of the Fair Labor Standards Act (if you joined that part of the lawsuit), for violation of the South Carolina Payment of Wages Act, or for breach of contract for any work you may have performed during the 2012 through 2015 seasons.

11. How do I make a claim as a class member?

**TO CLAIM YOUR MONEY YOU MUST FILE A CLAIM UNLESS YOU ALREADY FILED A "CONSENT TO SUE" EARLIER IN THE CASE.**

A Claim Form is included with this Notice. The Claim Form already has your name on it and the **minimum payment** you will receive **before tax deductions and withholdings** from the Settlement if everyone in the Class files a Claim Form. You may receive more than the minimum payment, but the total amount you will receive, before taxes, cannot be determined until the Claim Period closes on [DATE 120 days from the mailing of Notice and Claim Forms].

If you want to file a claim to receive your money, you should fill out the Claim Form and return it by mail to the attorneys for the class at the Southern Poverty Law Center. You can also fax the form to 404-221-5857 or email it to [kiawahclaims@splcenter.org](mailto:kiawahclaims@splcenter.org). Your Claim Form must be **received** before **[DATE 120 days from mailing of Notice and Claim Forms]**, for you to be eligible to receive payment. It is a good idea to call the Southern Poverty Law Center after you send your Claim Form to confirm that it was received.

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Payments will be processed as soon as possible after the case becomes final.  
**Please be patient.**

**IF YOU DO NOT FILE A CLAIM BEFORE [DATE 120 days from mailing of Notice and Claim Forms], YOU WILL NOT BE ELIGIBLE TO RECEIVE PAYMENT PURSUANT TO THIS SETTLEMENT.** If you do not make a Claim and you do not exclude yourself from the case as described in paragraph 15, you are giving up your rights to receive money. You are also giving up your rights to ever bring a lawsuit against Kiawah for the claims and time periods alleged in this lawsuit.

12. What if I already filed a “consent to sue” form with the Court?

If you are one of the 80 people who already filed a consent to sue form to participate in the federal minimum wage and overtime portion of this case, or you are one of the four Named Plaintiffs, you do NOT need to fill out and send back a Claim Form in order to receive your payment. However, you should make sure that the Southern Poverty Law Center has your current contact information. If you are not sure whether you already filed a consent to sue form in this case, or if you need to update your contact information, please send in the Claim Form or call the Southern Poverty Law Center at 1-800-591-3656 from the United States, at 001-800-591-3656 from Jamaica, or call collect to 404-521-6700.

13. When and how will I receive my payment?

In most cases, we will mail a check to the address you indicate on your Claim Form. (Other arrangements may be made if you are unable to cash or deposit a check.) For this reason, **IT IS VERY IMPORTANT THAT THE ATTORNEYS HAVE YOUR CURRENT CONTACT INFORMATION. YOU WILL LOSE YOUR RIGHT TO ANY SETTLEMENT MONEY IF YOU FAIL TO PICK UP YOUR MONEY OR CASH YOUR CHECK WITHIN 120 DAYS AFTER THE ATTORNEYS OR THEIR AGENTS MAIL YOUR CHECK OR ATTEMPT TO CONTACT YOU.**

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14. Will my participation in this Settlement affect my ability to work in the United States in the future?

No. Your filing a Claim to receive your part of the Settlement money will have no effect on your ability to obtain a visa to work in the United States in the future.

15. How do I opt-out of this “class action”?

If you do NOT want to participate in the class action, you have the right to be excluded from the Class and not receive any money from the Settlement. If you choose to be excluded from the class, you will NEVER be able to make any claim for this Settlement money; however, you may have the right to bring your own lawsuit against Kiawah within the time period allowed under the law for the claims alleged in the lawsuit. **You must opt-out before [Date 120 days from date that Notice and Claim Forms are mailed].** If you fail to opt-out by [DATE], you are giving up your right to be excluded from the class, which means that you can not bring a separate lawsuit against Kiawah for the same claims alleged in the current lawsuit with respect to the 2012 through 2015 seasons. If you do not opt-out you will be bound by the Settlement agreement and are eligible to file a claim for the settlement money. To be excluded from the class action you must send a letter to the Court stating specifically that you want to opt-out of this case. You should send this letter to:

**Clerk of the Court  
Charleston Federal Courthouse  
85 Broad Street  
Charleston, SC 29401  
U.S.A.**

You should include in your letter the name of the case (*Moodie, et al. v. Kiawah Island Inn Co.*) and the case number (2:15-cv-01097-RMG).

QUESTIONS? CALL 1-800-591-3656 TOLL FREE FROM THE UNITED STATES; FROM JAMAICA CALL 001-800-591-3656 OR CALL COLLECT TO 404-521-6700



## 16. What if I think the Settlement is unfair?

There will be an in-person hearing before federal district judge Richard Mark Gergel at [TIME] on [DATE], at the United States Courthouse, Charleston, South Carolina 71730 to decide whether the settlement is fair, reasonable, and adequate. If you want to object to the settlement you must file your objection with the Clerk of the Court before [DATE 120 days from date of mailing of Notice and Claim Forms]. If you do want to object, write the Clerk of the Court, Charleston Federal Courthouse, 85 Broad Street, Charleston, SC 29401 (U.S.A.). You should include in your letter the name of the case (*Moodie, et al. v. Kiawah Island Inn Co.*) and the case number (2:15-cv-01097-RMG). This hearing will be your only opportunity to object to the terms of the Settlement.

**You do not have to be present at the hearing to receive your share of the settlement money. If you file a claim to get your share of the Settlement, you will receive your class share, provided the Settlement is approved by the Judge.**

## 17. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Kiawah about the issues and time period covered by this case ever again.

## 18. What if I want further information?

If you have questions about the settlement, need help understanding this Notice, or want a complete copy of the Settlement Agreement you can contact the lawyers for the workers who brought the lawsuit by writing or calling:

**Southern Poverty Law Center  
1989 College Avenue NE  
Atlanta, GA 30317**

QUESTIONS? CALL 1-800-591-3656 TOLL FREE FROM THE UNITED STATES; FROM JAMAICA CALL 001-800-591-3656 OR CALL COLLECT TO 404-521-6700

**Telephone from United States: 1-800-591-3656**

**Telephone from Jamaica: 001-800-591-3656**

**or call collect to 404-521-6700**

**DO NOT CALL THE COURT OR THE CLERK OF THE COURT.**

QUESTIONS? CALL 1-800-591-3656 TOLL FREE FROM THE UNITED STATES; FROM JAMAICA CALL  
001-800-591-3656 OR CALL COLLECT TO 404-521-6700

**MOODIE V. KIAWAH ISLAND INN COMPANY SETTLEMENT CLAIM FORM**

IMPORTANT: Because you already filed a consent to sue form to join the Fair Labor Standard Act (FLSA) portion of this case, you do not need to return this form to receive your settlement money. But, returning this form will help make sure that the Southern Poverty Law Center has your current contact information.

## SETTLEMENT PAYMENT INFORMATION

Your Name: **[populated from spreadsheet]**

Unpaid Wages and Damages for Fair Labor Standards Act Claims (only for those who filed a consent to sue)

Unreimbursed Expense Unpaid Wages:	[populated from spreadsheet]
Unreimbursed Expense Liquidated Damages:	[populated from spreadsheet]
Supplemental Prevailing Wage Unpaid Wages:	[populated from spreadsheet]
Supplemental Prevailing Wage Liquidated Damages:	[populated from spreadsheet]
Tip Credit Unpaid Wages:	[populated from spreadsheet]
Tip Credit Liquidated Damages:	[populated from spreadsheet]
Transportation and Housing Deductions Unpaid Wages:	[populated from spreadsheet]
Transportation and Housing Deductions Liquidated Damages:	[populated from spreadsheet]

Unpaid Wages and Damages for South Carolina Payment of Wages Act and Breach of Contract Claims

Unreimbursed Expense Unpaid Wages:	[populated from spreadsheet]
Unreimbursed Expense Interest Payment:	[populated from spreadsheet]
Unreimbursed Expense Treble Damages:	[populated from spreadsheet]
Supplemental Prevailing Wage Unpaid Wages:	[populated from spreadsheet]
Supplemental Prevailing Wage Interest Payment:	[populated from spreadsheet]
Supplemental Prevailing Wage Treble Damages:	[populated from spreadsheet]
Tip Credit Unpaid Wages:	[populated from spreadsheet]
Tip Credit Interest Payment:	[populated from spreadsheet]
Tip Credit Treble Damages:	[populated from spreadsheet]
Transportation and Housing Deductions Refund:	[populated from spreadsheet]
Transportation and Housing Deductions Interest Payment:	[populated from spreadsheet]

Individual Payment (if any): [populated from spreadsheet]

Total **minimum payment** you will receive (**before taxes**): [populated from spreadsheet]

## INFORMATION ON HOW TO CONTACT YOU

Your Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Address in U.S.: \_\_\_\_\_

Address in foreign country: \_\_\_\_\_

**PLEASE FILL OUT THE OTHER SIDE OF THIS FORM ALSO.**

Where should we mail your check: \_\_\_\_\_ U.S. Address \_\_\_\_\_ Foreign Address

**If you would like to receive your payment via bank wire transfer, please call our office.**

Phone number(s): \_\_\_\_\_

Email address: \_\_\_\_\_

I hereby state that I wish to receive my share of the settlement proceeds in the case of *Moodie, et al. v. Kiawah Island Inn Company, LLC*.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

#### WHERE DO I SEND MY FORM?

You should **mail** your completed form to the following address:

Kiawah Settlement  
Southern Poverty Law Center  
1989 College Avenue NE  
Atlanta, GA 30317

Or, you can **fax** your completed form to the Southern Poverty Law Center at: **404-221-5857**

Or, you can **e-mail** your completed form to the Southern Poverty Law Center at:  
[kaiwahclaims@splcenter.org](mailto:kaiwahclaims@splcenter.org)

#### WHAT ARE THE DEADLINES FOR SENDING IN MY FORM?

**REMEMBER, your form must be RECEIVED by the Southern Poverty Law Center before [ENTER DATE].**

If you do not exclude yourself from this case, then you must file a Claim Form in order to receive your payment. If we do not **RECEIVE** your Claim Form by [ENTER DATE], you will have given up your right to receive any money from this Settlement.

#### HOW CAN I GET MORE INFORMATION?

You can get more information by calling the attorneys at the Southern Poverty Law Center:

**1-800-591-3656 if calling from the United States**  
**001-800-591-356 if calling from Jamaica, or call collect to 404-521-6700.**

**MOODIE V. KIAWAH ISLAND INN COMPANY SETTLEMENT CLAIM FORM**

IMPORTANT: Because you did NOT file a consent to sue form to join the Fair Labor Standard Act (FLSA) portion of this case, you **MUST** return this form to receive your settlement money.

## SETTLEMENT PAYMENT INFORMATION

Your Name: **[populated from spreadsheet]**

Unpaid Wages and Damages for Fair Labor Standards Act Claims (only for those who filed a consent to sue)

Unreimbursed Expense Unpaid Wages:	[populated from spreadsheet]
Unreimbursed Expense Liquidated Damages:	[populated from spreadsheet]
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Supplemental Prevailing Wage Liquidated Damages:	[populated from spreadsheet]
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Unpaid Wages and Damages for South Carolina Payment of Wages Act and Breach of Contract Claims

Unreimbursed Expense Unpaid Wages:	[populated from spreadsheet]
Unreimbursed Expense Interest Payment:	[populated from spreadsheet]
Unreimbursed Expense Treble Damages:	[populated from spreadsheet]
Supplemental Prevailing Wage Unpaid Wages:	[populated from spreadsheet]
Supplemental Prevailing Wage Interest Payment:	[populated from spreadsheet]
Supplemental Prevailing Wage Treble Damages:	[populated from spreadsheet]
Tip Credit Unpaid Wages:	[populated from spreadsheet]
Tip Credit Interest Payment:	[populated from spreadsheet]
Tip Credit Treble Damages:	[populated from spreadsheet]
Transportation and Housing Deductions Refund:	[populated from spreadsheet]
Transportation and Housing Deductions Interest Payment:	[populated from spreadsheet]

Individual Payment (if any): [populated from spreadsheet]

Total **minimum payment** you will receive (**before taxes**): [populated from spreadsheet]

## INFORMATION ON HOW TO CONTACT YOU

Your Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Address in U.S.: \_\_\_\_\_

Address in foreign country: \_\_\_\_\_

**PLEASE FILL OUT THE OTHER SIDE OF THIS FORM ALSO.**

Where should we mail your check: \_\_\_\_\_ U.S. Address \_\_\_\_\_ Foreign Address

**If you would like to receive your payment via bank wire transfer, please call our office.**

Phone number(s): \_\_\_\_\_

Email address: \_\_\_\_\_

I hereby state that I wish to receive my share of the settlement proceeds in the case of *Moodie, et al. v. Kiawah Island Inn Company, LLC*.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

#### WHERE DO I SEND MY FORM?

You should **mail** your completed form to the following address:

Kiawah Settlement  
Southern Poverty Law Center  
1989 College Avenue NE  
Atlanta, GA 30317

Or, you can **fax** your completed form to the Southern Poverty Law Center at: **404-221-5857**

Or, you can **e-mail** your completed form to the Southern Poverty Law Center at:  
[kaiwahclaims@splcenter.org](mailto:kaiwahclaims@splcenter.org)

#### WHAT ARE THE DEADLINES FOR SENDING IN MY FORM?

**REMEMBER, your form must be RECEIVED by the Southern Poverty Law Center before [ENTER DATE].**

If you do not exclude yourself from this case, then you must file a Claim Form in order to receive your payment. If we do not **RECEIVE** your Claim Form by [ENTER DATE], you will have given up your right to receive any money from this Settlement.

#### HOW CAN I GET MORE INFORMATION?

You can get more information by calling the attorneys at the Southern Poverty Law Center:

**1-800-591-3656 if calling from the United States**  
**001-800-591-356 if calling from Jamaica, or call collect to 404-521-6700.**